



Department of
Financial Services

ANDREW M. CUOMO
Governor

LINDA A. LACEWELL
Superintendent

STATE OF NEW YORK
Supreme Court, County of ONONDAGA

RICHARD R CAPOZZA AND ANN M CAPOZZA

Plaintiff(s)

001161/2020

against

Defendant(s)

Automobile Insurance Company of Hartford, Connecticut

RE :Automobile Insurance Company of Hartford, Connecticut

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons in the above entitled action on March 02, 2020 at Albany, New York. The \$ 40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

LYNN LAW FIRM LLP
750 M&T BANK BUILDING
101 SOUTH SALINA STREET
SYRACUSE, New York 13202

Persuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Corporation Service Company
Automobile Insurance Company of Hartford, Connecticut
80 State Street
Albany, New York 12207-2543

A handwritten signature in black ink, appearing to be "E. Buxbaum".

Ellen R Buxbaum
Special Deputy Superintendent

Dated Albany, New York, March 05, 2020
633797

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF ONONDAGA

-----X
RICHARD R. CAPOZZA and ANN M. CAPOZZA,

Plaintiff/Petitioner,

- against -

Index No. 001160/2020

THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD,
CONNECTICUT,

Defendant/Respondent.
-----X

NOTICE OF ELECTRONIC FILING
(Mandatory Commencement Case)
(Uniform Rule § 202.5-bb(a)(2)(v) and (vi))

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, was required to file this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing Commencement Documents is Mandatory)**

Attorneys representing a party must either consent or decline consent to electronic filing and service through NYSCEF for this case.

Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to www.nycourts.gov/efile.

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: 02/28/20



Name
Martin A. Lynn, Esq.

Firm Name
LYNN LAW FIRM, LLP

Address

750 M&T Bank Building
101 South Salina Street
Syracuse, NY 13202

Phone
315-474-1267

mlynn@lynnlaw.com

E-Mail

To: The Automobile Insurance Company of Hartford, Connecticut

One Tower Square

Hartford, CT 06183

6/6/18

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NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 01/31/2020

SUPREME COURT
STATE OF NEW YORK COUNTY OF ONONDAGA

RICHARD R. CAPOZZA and ANN M. CAPOZZA,

Plaintiffs,

SUMMONS

Index No.: 001160/2020

-against-

THE AUTOMOBILE INSURANCE COMPANY OF
HARTFORD, CONNECTICUT,

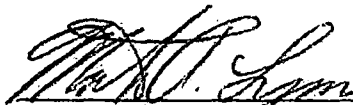
Defendant.

Plaintiffs designate Onondaga County as the place of trial.

The basis of the venue is plaintiff's residence.

YOU ARE HEREBY SUMMONED to answer the verified complaint in this action and to serve a copy of your answer, or, if the verified complaint is not served with this summons, to serve a notice of appearance on plaintiff's attorney within **20** days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York) and in case of your failure to appear or answer, judgment will be taken by default for the relief demanded in the verified complaint.

Dated: January 31, 2020
Syracuse, New York


Martin A. Lynn, Esq.
LYNN LAW FIRM, LLP
Attorneys for Plaintiffs
750 M&T Bank Building
101 South Salina Street
Syracuse, NY 13202
Telephone: (315) 474-1267
Email: mlynn@lynnlaw.com

Defendant's Address: One Tower Square, Hartford, CT 06183

LYNN LAW FIRM, LLP ATTORNEYS AT LAW SYRACUSE, NEW YORK

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NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 01/31/2020

SUPREME COURT
STATE OF NEW YORK COUNTY OF ONONDAGA

RICHARD R. CAPOZZA and ANN M. CAPOZZA,

VERIFIED COMPLAINT

Plaintiffs,

-against-

Index No.: 001160/2020

THE AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT,

Defendant.

Plaintiffs, Richard R. Capozza and Ann M. Capozza ("Plaintiffs"), by and through their attorneys, the Lynn Law Firm, LLP, complaining of the defendant, The Automobile Insurance Company of Hartford, Connecticut, ("Travelers") allege and show to the Court as follows:

PARTIES

1. At all relevant times herein, Plaintiffs were and still are residents of the County of Onondaga, State of New York.
2. At all relevant times herein, plaintiffs owned real property located at 2302 East Lake Road, Skaneateles, NY 13152 ("the Insured Premises").
3. At all relevant times, and in February of 2018, the Insured Premises was insured with The Automobile Insurance Company of Hartford, Connecticut ("Travelers").
4. At all relevant times herein, The Automobile Insurance Company of Hartford, Connecticut, ("Travelers") was and is a Connecticut Corporation, and is authorized to issue insurance policies for property and casualty in New York State.

LYNN LAW FIRM, LLP ATTORNEYS AT LAW SYRACUSE, NEW YORK

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5. At all relevant times herein, The Automobile Insurance Company of Hartford, Connecticut, ("Travelers") provided insurance coverage for the Insured Premises.

6. At all relevant times herein, The Automobile Insurance Company of Hartford, Connecticut, ("Travelers") was and is duly authorized to conduct insurance business in the State of New York.

THE LOSS

7. On or about February 20, 2018, there was a sudden and unexpected water loss at the Insured Premises (the "Loss").

8. This Loss caused immediate and significant damage to the Insured Premises.

INSURANCE

9. At all relevant times herein, Travelers issued to its insureds, Plaintiffs, an Insurance policy that provided coverage for the loss at the Insured Premises ("the Policy").

10. Attached hereto and made a part hereof as Exhibit "A" is a certified copy of the Policy defendant represented as the Policy in full force and effect in February 2018.

11. The Policy was in full force and effect on February 20, 2018.

12. At all relevant times, Plaintiffs paid all premiums due and owing in connection with the Policy, and were otherwise in compliance with all obligations in connection with coverage.

13. Travelers has claimed coverage for the Loss and made certain payments. Upon information and belief, plaintiffs have received payment in the amount of \$198,138.59.

AS AND FOR A FIRST CAUSE OF ACTION IN BREACH OF CONTRACT AGAINST TRAVELERS:

14. Plaintiffs repeat and reallege the allegations contained in Paragraphs "1" through "13" above as though fully restated here.

15. Plaintiffs have fully complied with all terms, conditions, duties and obligations under the Policy.

16. The Loss of February 20, 2018 was a Covered Loss.

17. Certain payments remain unpaid and outstanding.

18. This dispute arises from non-payment of certain payments.

19. Travelers has breached its obligations to provide insurance coverage under the Policy, and has unilaterally breached its covenant of good-faith and fair dealing implied in its Policy by deliberately, negligently, unlawfully and wrongfully mishandling Plaintiffs' claim and deliberately, negligently and wrongfully delaying/denying payment of Plaintiffs' claim for coverage for damage at the Insured Premises.

20. As a result of Travelers' breach of its obligations under the Policy, Plaintiffs have suffered direct damages in an amount to be proven at trial.

**AS AND FOR A SECOND CAUSE OF ACTION FOR DECLARATORY JUDGMENT
AGAINST TRAVELERS:**

21. Plaintiffs repeat and reallege the allegations contained in Paragraphs "1" through "20" above as though fully restated here.

22. Plaintiffs performed all of their obligations under the Policy.

23. Defendant was and is obligated under the Policy to provide insurance coverage to plaintiffs for the Loss, and all resulting and consequential damages arising out of said Loss.

24. Coverage should properly be enforced, and the plaintiffs' losses and damages paid by Travelers.

25. Defendant's failure and refusal to provide plaintiff with coverage and full payment for any and all damages (less any applicable deductible), was and is in breach of its contractual obligations under the Policy.

26. As a result thereof, plaintiffs sustained direct and consequential damages in an amount exceeding the jurisdictional limits of all lower courts.

WHEREFORE, plaintiffs demand judgment be entered against the defendant, jointly and/or severally, for the following relief:

- a. Compensatory and consequential damages arising out of the Loss in an amount to be proven at trial;

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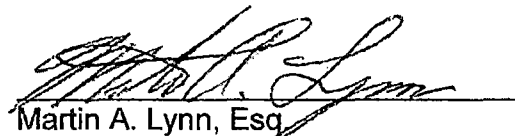
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- b. A judgment enforcing the Policy and declaring that Travelers is obligated to provide coverage for all damages arising from the Loss, including costs and interest;
- c. Applicable interest from the date of loss, date of disclaimer or such other date as the Court deems just and proper; and
- d. For such other and further relief as this Court deems just and proper.

Dated: January 31, 2020
Syracuse, New York



Martin A. Lynn, Esq.
LYNN LAW FIRM LLP
Attorneys for Plaintiff
750 M&T Bank Building
101 South Salina Street
Syracuse, NY 13202
Telephone: (315) 474-1267
Email: mlynn@lynnlaw.com

LYNN LAW FIRM, LLP
ATTORNEYS AT LAW
SYRACUSE, NEW YORK

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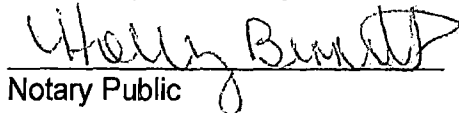
INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
) ss:
 COUNTY OF ONONDAGA)

Richard R. Capozza, being duly sworn, says that he is the plaintiff in the above-named proceeding and that the foregoing Summons and Verified Complaint is true to the best of his knowledge, except as to matters therein stated to be alleged upon information and belief, and as to those matters, he believes them to be true.


 Richard R. Capozza

Sworn to before me this
31st day of January, 2020.


 Notary Public

HOLLY BENNETT
 Notary Public-State of New York
 No. 4987123
 Qualified in Onondaga County
 Commission Expires October 7, 2021

LYNN LAW FIRM, LLP
 ATTORNEYS AT LAW
 SYRACUSE, NEW YORK

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EXHIBIT A

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**RUPP
BAASE
PFALZGRAF
CUNNINGHAM LLC
ATTORNEYS**

1600 Liberty Building, 424 Main Street, Buffalo, NY 14202
716.854.3400 (ruppbaase.com)

MARCO CERCONE
cercone@ruppbaase.com

June 27, 2018

Martin A. Lynn, Esq.
Lynn Law Firm, LLP
101 S. Salina Street
Suite 750 M & T Bank Building
Syracuse, New York 13202

Dear Mr. Lynn:

Re: Insured: Richard and Ann Capozza
Claim No.: H8L1479
Date of Loss: February 20, 2018
Our File No.: 0004.23311

On behalf of The Automobile Insurance Company of Hartford, Connecticut, enclosed please find a copy of the policy of insurance issued to your clients in connection with the above matter.

Sincerely,

Marco Cercone

Enclosure

Innovation in Practice

Rochester | Williamsville | Ellicottville | Jamestown

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Continuation
Declarations**TRAVELERS** **HOMESAVER POLICY****Named Insured**RICHARD R & ANN M CAPOZZA
PO BOX 107
SKANEATELES NY 13152-0107**Your Agency's Name and Address**DELMONICO INS AGENCY
906 SPENCER ST STE 206
SYRACUSE NY 13204**Your Policy Number:** 4996 663 1**Your Account Number:** 4996**For Policy Service Call:** (315) 472-4242**For Claim Service Call:** 1-800-CLAIM33**Policy Period**FROM: 12-18-17 To: 12-18-18 12:01 A.M.
STANDARD TIME AT THE RESIDENCE PREMISES**Location of Residence Premises**2302 E LAKE RD
SKANEATELES, NY 131528924**Section I - Property Coverages****Limits of
Liability****Premium**

A - Dwelling	\$ 514,500	\$ 2,010.00
B - Other Structures	51,450	INCL
C - Household Furnishings	10,000	INCL
D - Loss of Use	51,450	INCL

Section II - Liability Coverages

E - Premises Liability	\$ 500,000	\$ 63.00
F - Medical Payments	5,000	INCL

Policy Forms and Endorsements

HS 663 09 99	Rental Dwelling Form	
HS 00 03 09 99	Special Coverage	
HS 01 31 05 14	Special Provisions - New York	
HS 04 16 09 99	Premises Alarm Or Fire Protection System	
HS 23 85 09 00	Water Back Up And Sump Overflow	\$ 60.00

Total Premium

\$ 2,133.00

Your Premium Reflects the Following Credits or State Surcharges

Premises Alarm System-Fire	8.0%
----------------------------	------

Policy Deductible: \$ 1,000.00 All perils insured against

In case of loss under section I, only that part of the loss over the stated deductible is covered.

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Your Insurer: The Automobile Insurance Company of Hartford, Connecticut
One of The Travelers Property Casualty Companies
One Tower Square, Hartford, CT 06183

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

We have increased the coverage limit on your home by 2.0% to reflect the estimated cost to rebuild your home. This increase is based on information we received from CoreLogic, an independent firm specializing in construction costs. Each home is unique and you know your home best. Your coverage amount may need to be adjusted, higher or lower, based on your home's specific construction details, updates or upgrades. If you disagree with your coverage limit, please contact your Travelers representative or agent who can work with you to help you decide the appropriate amount of insurance for your home and process any necessary adjustments.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us and protecting your home with safety devices, go to www.travelers.com/discounts. Once at the website, type in your policy number 9341649966631 and product code SV1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

IMPORTANT FLOOD INSURANCE NOTICE

Your homeowners or dwelling policy does NOT provide coverage for loss caused by flood or mudslide, which is defined, in part by the National Flood Insurance Program as:

A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance covering damage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, from your insurance agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620 or via their website at <http://www.floodsmart.gov>.

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Continuation
DeclarationsTRAVELERS 

HOMESAVER POLICY

Named Insured: RICHARD R & ANN M
CAPOZZA

Policy Number: [REDACTED] 4996 663 1

Policy Period: 12-18-17 To: 12-18-18

Effective Date: 12-18-17

For Your Information (continued)

Rating information only

Dwelling Occupied By	TENANT	Territory	40
Construction	FRAME	Protection Class	0005
Yr Built	2001	Rate Tier	STD
Not more Than 500 Feet from Hydrant, 3.0 Miles from Fire Dept.			

Upon request, we will furnish you, or your representative, with a written estimate of damages to real property, specifying all deductions, provided such estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty days after your request or its preparation, whichever is later.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

These declarations are part of your Homesaver Insurance Policy, Rental Dwelling Form 663. If a change number and effective date appear at the top of this page, these Declarations replace any previous Declarations on that date.

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This is to certify that this is a reproduction, from the company's records, of the insurance policy between the insured and the insuring company as described on the Declarations Page. It is a full, true and complete reproduction of the insurance policy. No insurance is afforded hereunder.

Signature:

Jacqueline Garrdell

Date: 4.10.2018

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DELMONICO INS AGENCY
906 SPENCER ST STE 206
SYRACUSE NY 13204

00474

TRAVELERS 

October 31, 2017

RICHARD R & ANN M CAPOZZA
PO BOX 107
SKANEATELES NY 13152-0107

Dear Policyholder,

Thank you for allowing us to continue servicing your Homesaver policy. We value you as a customer and appreciate your loyalty.

Enclosed, you will find your Account Bill, your renewal Policy Declarations and related documents. After you have reviewed this entire package, please store it in a safe place with your original policy.

If you have any questions concerning your policy, please contact your agent at the telephone number displayed on the attached Declarations. We want to be sure that you completely understand your policy and the protection we provide.

We appreciate your business and look forward to servicing your insurance needs.

Travelers

Water

Water

Everywhere ...

Am I protected from Flood? PROBABLY NOT!

Flooding occurs in EVERY state! Many people find out too late that they are at risk for flooding, and even worse that their property insurance doesn't cover flood damage.

- Your Homeowners policy DOES NOT cover flood loss to your home and contents.
- In certain areas, the chance of a flood loss is 25% greater than a loss due to a fire during a 30-year mortgage.
- Six out of every ten declared disasters involve flooding!
- Homes in areas where there is new construction or where there have been other events, such as forest fires, may be in greater danger than in the past because of changes to the land around them.
- 25% of all floods occur outside of a high-risk flood area.
- Federally backed mortgages in certain areas require flood insurance policies for the life of the mortgage.

To ensure that your property and belongings are protected, call your independent insurance agent.

Even if you already have a flood policy, you may want to discuss coverages with your agent to ensure that your policy is up to date.

TRAVELERS 

Third Party Designee Notice-Named Insureds who Are 65 Years of Age or Older

If you are a named insured and at least 65 years of age or older, you may assign a third party designee to any insurance policy you have with us. This means when you are mailed any of the following types of notices, a copy will also be sent to your third party designee:

- notice of cancellation
- notice of nonrenewal
- notice of conditional renewal

By designating another person (such as a family member, friend, or attorney) to receive these notifications, someone additional will receive these important notices if, for any reason, you are unavailable to receive your mail.

To make a third party designation, or replace a current third party designee on your policy, please complete and return this form. It must be signed by you and your third party designee, and mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, to this address:

Travelers
P.O. Box 59059
Knoxville, TN 37950-9059

Your designation will become effective within 10 business days after we receive this completed form.

Please note:

- If you previously assigned a third party designee to this policy, that person's name is shown on your policy's Declarations page.
- You may terminate the third party designation by sending written notification to us. The third party may terminate their designation by sending both you (the named insured) and us written notification. Notifications to us should include the Named Insured's policy number.

If you have questions about making, replacing or terminating a third party designation, please call your insurance agent or Travelers representative.

ACCEPTANCE

I, a Named Insured, request a third party designee for this policy:

Named Insured _____

Type of Policy _____ Policy Number _____

Third party designee's name _____

Address _____

_____ This is a new designation. _____ This replaces my current designation.

Named Insured's signature _____ Date _____

I accept, as a Third Party Designee, to receive copies of notices of cancellation, nonrenewal or conditional renewal on behalf of the Named Insured above. If I decide to terminate my designation, I must send written notification to both the Named Insured and the insurer.

Designee's signature _____ Date _____

Please return the completed form to Travelers and retain a copy for your records.

Your privacy. . . Is our concern

WHAT WE MEAN WHEN WE TALK ABOUT "PRIVACY"

Your privacy is important to us. When we sell an insurance policy to a person we need information about the person or property that we're insuring. We consider this private and have taken steps to keep it confidential.

We want you to know about our privacy policy. The privacy policy tells you the kinds of information we get about you, where we get it, and with whom, if anyone, we may share it.

This brochure describes our privacy policy, procedures and practices for individuals who seek or get auto, home and other personal liability and property insurance for personal, family or household needs.

WHAT KIND OF INFORMATION WE HAVE AND WHERE WE GET IT

You give us most of what we need in the application process. To make sure what we have is correct we may need to check with you by phone or mail.

You may be asked to give us more details in writing or over the phone. Plus, we may receive and check your past insurance claims from insurance support organizations or your former insurers.

As allowed by law, we may ask for credit and other consumer reports from consumer reporting agencies concerning your application for insurance or any renewal of insurance. Information given to us by an insurance support organization, including consumer reporting agencies may be retained by them and disclosed to other persons.

For auto insurance, we often get a report of accidents or convictions from your State Motor Vehicle Department. We get these reports through an independent reporting company. We may also check information from government agencies or independent reporting companies. This helps us correctly rate and price your policy.

For home, building, or boat insurance, we or an inspector from an independent company may visit the property to inspect and report on its condition. In some cases, pictures may be taken. This allows us to check the estimate we have of your property's value. If we need more details about the property or the alarm you've installed, we may need to enter your property to finish the inspection. We would contact you before entering your property.

As a part of our application and underwriting process, in most states, we also order an Insurance Score based on credit history. We use the Score, information you give us, and other consumer reports for underwriting and the price we will charge. If we receive corrected personal information from a consumer reporting agency, we will re-evaluate you.

Once you're insured with us, your file may contain details about your policy(ies). This may include bill payments or claim history. A claim representative may comment, for example, on the condition and use of the insured property. We may also keep a police report if one was issued.

Sometimes we need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we would ask you to sign a form allowing your personal doctor to answer any question we may have.

WHO HAS ACCESS TO THIS INFORMATION

We keep what we collect about you in our files. Our policies and procedures protect your personal information. We have physical, electronic and procedural safeguards in place.

We do not give or sell our customers' personal information to others for marketing purposes. You don't have to ask us to keep your information private because we do not give it, unless allowed.

We will use information about you to sell you insurance, service your insurance and settle claims. We may give the information to other persons or companies to help us manage or service our business. When we do, we require them to use it only for the reasons we gave it to them.

We may give, without your past permission and only if allowed by law, information about you held in our files to certain persons or organizations such as:

- Your agent or broker
- Our affiliated property and casualty insurance companies
- An independent claim adjuster or investigator

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- Persons or organizations that conduct scientific research, including actuarial or underwriting studies, provided that no individual may be identified in the studies
- An insurance support organization, including consumer reporting agencies
- Another insurer in order to prevent or prosecute fraud

Also, on rare occasions, we may be required to share this information:

- With a State Insurance Department or other governmental agency, if required by federal, state or local laws
- If ordered by a summons, court order, search warrant or subpoena
- To protect our own legal interests, or in case of suspected fraud or other illegal activities.

HOW TO FIND OUT WHAT INFORMATION WE HAVE ABOUT YOU

If you have any questions about what we have in your file please write to us. When we receive your written request, we will respond within thirty (30) business days. We will let you know if we've given any information about you to anyone in the past. If we asked for a consumer report we will tell you the name and address of the consumer reporting agency.

You may also see and copy your file (except for certain documents about claims and lawsuits). If you believe any of our information is wrong we'll check it out and if we agree there was an error, we'll correct it. If we don't agree, you're still allowed to file a letter with your comments. We'll send the correction or letter to anyone who received or will receive the original information.

If you have any questions about the right of access to or correction of your file, we'll be happy to review our procedures with you. Please contact:

Privacy Coordinator

SYRACUSE 679
PO BOX 59059
KNOXVILLE, TN 37950

WHEN YOU WRITE, PLEASE BE SURE TO TELL US YOUR:

- Name
- Address
- Policy number
- Phone number and the best time of the day for us to call you

Please include a copy (not the original) of personal ID, such as your driver's license.

WE THANK YOU FOR LETTING US SERVE YOUR INSURANCE NEEDS.

This notice is effective July 2006 and is given by Travelers Indemnity Company, and its property and casualty insurance affiliates, members of the Travelers group of companies. This notice applies to current and former customers and may be amended at any time. The amended notice will be sent to customers and will also be placed on Travelers web sites.

A statement concerning our use of Insurance Score is available upon request for Oregon residents.

IMPORTANT NOTICE**PLEASE READ THIS IF YOU'RE 65 YEARS OLD OR OLDER**

You have the option to assign a third party designee to any insurance policy you have with us. This means when you are mailed the following types of notification, a copy will also be sent to your third party designee:

- notice of cancellation
- notice of non-renewal
- notice of conditional renewal

By designating another person who has an interest in your welfare (such as a family member, friend, or attorney) to receive these notifications, you'll be sure to have someone receive these important notices if, for any reason, you are unavailable to receive your mail. Your third party designee will be aware of the situation and can provide any assistance you may need.

To make or change a third party designation, please complete the following form. It must be signed by you and your third party designee and mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, to this address:

Travelers
P.O. Box 59059
Knoxville, TN 37950-9059

If you have questions about making or changing a third party designation, please call your insurance representative.

This is an annual notice. Complete this form if you want to assign a third party designee to this policy and have not already requested one OR if you want to change the third party designee assigned to this policy. If you previously assigned a third party designee to this policy, that person's name is shown on the Declarations page of your policy.

Please cut along line.

I request a third party designee for this policy:

Policyholder's Name _____

Type of Policy _____ Policy Number _____

Third party designee's name: _____

Address _____

_____ This is a new designation. _____ This is a change of designation.

Designee's signature _____ Date: _____

Policyholder's signature _____ Date: _____

PLEASE RETURN by certified mail, return receipt requested.

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NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 01/31/2020

IMPORTANT NOTICE

USE OF CREDIT NOTIFICATION

In connection with this insurance, we previously used a credit report or obtained or used a credit-based insurance score based on information contained in that report. We may obtain or use credit information again provided, however, that upon renewal such information may only be used to reduce premiums. An insurance score uses information from your credit report to help predict how often you are likely to file claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures. The information used to develop the insurance score comes from TransUnion.

If you have questions concerning your credit information, please contact the following consumer reporting agency:

TransUnion National Disclosure Center
P.O. Box 1000
Chester, PA 19022
1-800-645-1938
www.transunion.com

If you need to contact us about this notice, you can do so at:

Travelers Insurance Score Resource Center
P.O. Box 59059
Knoxville, TN 37950-9059
1-800-550-7717

If you have general questions about your policy or billing, please call 1-877-872-8737.

IMPORTANT NOTICE ABOUT BILLING OPTIONS AND DISCLOSURES

This notice contains important information about our billing options and charges.

You have chosen to pay your insurance premium in monthly installments and will be billed by mail / email. Please note that a service charge of \$6.00 will apply per installment. Other charges that may apply include a \$10.00 late charge and a \$20.00 fee for payments returned by your bank. If a payment is late we may require the total balance on your account be paid, in order to continue coverage.

If your billing needs change, you may pay your premium by:

<u>Bill Plan</u>	<u>Monthly</u>	<u>Pay In Full</u>
Electronic Funds Transfer (EFT)	\$ 1.00	No Charge
Recurring Credit Card (RCC)	\$ 1.00	No Charge
Bill by Mail / Email	\$ 6.00	No Charge

Late Charge: \$10.00 per occurrence

Payments returned by your bank: \$20.00 per occurrence

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

Visit www.amp.travelers.com if you would like to enroll in our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plan.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at (315)472-4242.

PRIVACY NOTICE

Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we're insuring. This Privacy Notice describes the types of information about you ("personal information") we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

What type of information do we collect?

You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:

- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.

<p>How do we use your personal information?</p>	<p>We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.</p> <p>Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.</p> <p>When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.</p>
<p>How do we share your personal information?</p>	<p>We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.</p> <p>We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.</p> <p>We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.</p>
<p>How do we protect your personal information?</p>	<p>We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.</p>

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RECEIVED NYSCEF: 01/31/2020

How can I review and correct the personal information you have about me?

If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.

You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.

For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.

This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates.

This notice may be amended at any time. The most current version will be posted on Travelers.com.

A statement concerning our use of Insurance Score is available on request for Oregon residents.

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COVH4G93



A Homesaver Policy Booklet

from Travelers

Especially for:
RICHARD R & ANN M CAPOZZA

Prepared by:
DELMONICO INS AGENCY

The Contents of This Booklet

1. Your Declarations:

A summary of your coverages, amounts of insurance, and premiums for those coverages under the policy.

2. The Travelers Homesaver Insurance Policy:

The policy contract describing coverages, rights, and obligations.

3. Endorsements:

Additional coverages or policy provisions applicable to your policy.

4. Important Notices:

Information required by your state but not part of your policy provisions.

Important Phone Numbers

1. For Policy Service:

Call your Travelers representative.
(315) 472-4242

2. To Report a Claim:

Call your Travelers agent or representative or the Travelers toll-free country-wide claim reporting service at 1-800-CLAIM-33(1-800-252-4633).

YOUR HOMESAVER POLICY QUICK REFERENCE

	DECLARATIONS PAGE Your Name Location of Residence Premises Policy Period Coverages Limits of Liability Deductible Amounts Beginning On Page AGREEMENT 1 DEFINITIONS 1
SECTION I PROPERTY COVERAGES	COVERAGE A - DWELLING 2 COVERAGE B - OTHER STRUCTURES 2 COVERAGE C - HOUSEHOLD FURNISHINGS 2 COVERAGE D - LOSS OF USE 2 ADDITIONAL COVERAGES 2 PERILS INSURED AGAINST 4 EXCLUSIONS 5 LOSS DEDUCTIBLE 6 CONDITIONS 6 Your Duties After Loss 6 Loss Settlement 7
SECTION II LIABILITY COVERAGES	COVERAGE E - PREMISES LIABILITY 8 COVERAGE F - MEDICAL PAYMENTS 8 ADDITIONAL COVERAGES 9 EXCLUSIONS 9 CONDITIONS 11 Limit of Liability 11 Duties After Occurrence 11
SECTIONS I AND II CONDITIONS	CONDITIONS 12 Policy Period 12 Cancellation 12 Nonrenewal 13

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Homesaver Insurance Policy**Rental Dwelling Form 663****AGREEMENT**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the named "insured" shown in the Declarations. "We", "us" and "our" refer to the company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability" means liability for "bodily injury" or "property damage" arising out of the:
 - a. Ownership of such vehicle or craft by an "insured";
 - b. Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - c. Entrustment of such vehicle or craft by an "insured" to any person;
 - d. Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; and
 - e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

For the purpose of this definition:

- a. Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- b. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles; and
- c. Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.
- d. Motor vehicle means a "motor vehicle" as defined in 7. Below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation.

4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, if the employee's duties are other than those performed by a "residence employee".

5. "Insured" means:

- a. The person or organization shown as the named "insured" on the Declarations; and
- b. Any person or organization while acting as real estate manager for you;

Under both Section I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means the "residence premises" shown in the Declarations.

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period in:

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- a. "Bodily injury"; or
 - b. "Property damage".
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence employee" means:
- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, if the employee's duties are related to the maintenance or use of the "residence premises".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means the one, two, three or four family dwelling shown as the "residence premises" in the Declarations.

"Residence premises" also means other structures and grounds at that location.

SECTION I - PROPERTY COVERAGES

COVERAGE A - DWELLING

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - OTHER STRUCTURES

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage; or
2. From which any "business" is conducted.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE C - HOUSEHOLD FURNISHINGS

We cover your appliances, carpeting and other household furnishings in that part of the "residence premises" regularly rented or held for rental to any person other than an "insured".

COVERAGE D - LOSS OF USE

The limit of liability for Coverage D is the total limit for the two coverages that follow.

1. **Fair Rental Value.** If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover its fair rental value. Fair rental value does not include any expenses that do not continue while that part of the "residence premises" rented to others or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

2. **Civil Authority.** If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Fair Rental Value loss as provided under 1. above for no more than two weeks.

The periods of time under 1. and 2. above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
 - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the

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amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

2. **Reasonable Repairs.** In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against.

This coverage does not:

- a. Increase the limit of liability that applies to the covered property; or
- b. Relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I - CONDITION 2.c.

3. **Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises", or Vandalism or malicious mischief.

We will pay up to 5% of the limit of liability that applies to the dwelling, for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 90 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

6. **Loss Assessment.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, of the type covered under this policy that is owned by all members collectively, caused by a Peril Insured Against under COVERAGE A - DWELLING, other than:

- a. Earthquake; or
- b. Land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will apply only one deductible per unit to the total amount of any one loss to the property described above, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

This coverage is additional insurance.

7. **Glass or Safety Glazing Material.**

- a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

- (1) To covered property which results because glass or safety glazing material has been broken, except as provided in a.(2) above; or
- (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

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The most we will pay is \$100 for any one loss regardless of the number of windows or other covered property involved in the loss.

This coverage does not increase the limit of liability that applies to the damaged property.

8. Ordinance or Law.

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

9. **Inflation Coverage.** We may adjust the limits of liability for Coverages A, B, C and D at the beginning of each successive policy term to reflect increases in the cost of insured property. The amount of such increase will be based on the data provided by the appraisal company shown in the Declarations. Payment of the required premium when due for the successive policy term will be sufficient to indicate your acceptance of the adjusted limits.

We will also adjust the limits of liability at the time of a loss by the same percentage pro rated from the effective date of the policy period or the effective date of change if you have requested a change to the limit of liability for Coverage A during the policy period.

SECTION I - PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverages A, B and C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

1. **Fire or lightning.**
2. **Windstorm or hail.**

This peril does not include loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building, causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the "residence premises".

7. **Smoke**, meaning sudden and accidental damage from smoke.

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This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.
9. **Vandalism or malicious mischief.**

This peril does not include loss:

- a. By pilferage, theft, burglary or larceny, but we do cover damage to covered property caused by burglars; or
- b. To property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

SECTION I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Ordinance or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion, 1.a., does not apply to the amount of coverage that may be provided for under Additional Coverage 8. Ordinance or Law;
- b. The requirements of which result in a loss in value to property.
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

2. **Earth Movement**, meaning:

- a. Earthquake including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide; mudslide, or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

3. **Water Damage**, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But, if the failure results in a loss from a Peril Insured Against, on the "residence premises", we will pay for the loss caused by that Peril Insured Against.

5. **Neglect**, meaning neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. **War**, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or

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- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

8. **Intentional Loss**, meaning any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, regardless of whether that "insured"

committed or conspired to commit the act causing the loss.

9. **Governmental Action**, meaning the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

LOSS DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I

- Property Coverages that exceeds the deductible amount shown in the Declarations.

SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
b. For more than the applicable limit of liability.

2. **Duties After Loss.** In case of a loss to covered property, we have no duty to provide coverage under this policy unless there has been full compliance with the duties noted below. These duties must be performed either by you or by an "insured" seeking coverage, if not you.

- a. Give prompt notice to us or our agent;
b. Notify the police in case of loss by theft;
c. Protect the property from further damage. If repairs to the property are required, you must:
 (1) Make reasonable and necessary repairs to protect the property; and
 (2) Keep an accurate record of repair expenses;
d. Cooperate with us in the investigation of a claim;
e. Prepare an inventory of damaged household furnishings showing the quantity, description,

actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

- f. As often as we reasonably require:

- (1) Show the damaged property;
(2) Provide us with records and documents we request and permit us to make copies; and
(3) Submit to examination under oath, while not in the presence of another "insured", and sign the same;

- g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
(2) The interest of all "insureds" and all others in the property involved and all liens on the property;
(3) Other insurance which may cover the loss;
(4) Changes in title or occupancy of the property during the term of the policy;
(5) Specifications of damaged buildings and detailed repair estimates;

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- (6) The inventory of damaged household furnishings described in 2.e. above; and
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss.
3. **Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- Repair or replace any part to restore the pair or set to its value before the loss; or
 - Pay the difference between actual cash value of the property before and after the loss.
5. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will:
- Pay its own appraiser; and
 - Bear the other expenses of the appraisal and umpire equally.
6. **Other Insurance and Service Agreement.** If a loss covered by this policy is also covered by:
- Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
 - A service agreement, the coverage provided under this policy is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is said to be insurance.
7. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.
8. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
9. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- Reach an agreement with you;
 - There is an entry of a final judgment; or
 - There is a filing of an appraisal award with us.
10. **Abandonment of Property.** We need not accept any property abandoned by an "insured".
11. **Mortgage Clause.**
- The word "mortgagee" includes trustee.
- If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
- Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
- If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- If we pay the mortgagee for any loss and deny payment to you:
- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive

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a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

- 12. No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

13. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.
- c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear

hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

- 14. Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

- 15. Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

- 16. Concealment or Fraud.** With respect to all "insureds" covered under this policy, we provide no coverage for loss if, whether before or after a loss, one or more "insureds" have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;
- relating to this insurance.

SECTION II - LIABILITY COVERAGES

Section II of the policy is optional. It applies only if a premium for Coverage E is shown in the Declarations.

COVERAGE E - PREMISES LIABILITY

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of the "insured location" and caused by an "occurrence", we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability is exhausted by the payment of settlements or judgments.

COVERAGE F - MEDICAL PAYMENTS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining; or
 - b. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured".

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SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

3. Loss Assessment. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

- (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
- (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS does not apply to this coverage.

SECTION II - LIABILITY EXCLUSIONS

1. Coverage E - Premises Liability and Coverage F - Medical Payments do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
 - (1) Is of a different kind, quality or degree than initially expected or intended; or
 - (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion 1.a. does not apply to "bodily injury" resulting from the use of rea-

sonable force by an "insured" to protect persons or property.

- b. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion 1.b. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

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This exclusion 1.b. does not apply to the rental or holding for rental of any part of an "insured location";

c. Arising out of a premises:

- (1) Owned by an "insured";
 - (2) Rented to an "insured"; or
 - (3) Rented to others by an "insured";
- that is not an "insured location";

d. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

- e. Which arises out of the transmission of a communicable disease by an "insured";
- f. Arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.

2. Coverage E - Premises Liability and Coverage F - Medical Payments also do not apply to "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability".

Exclusions 1.c. and 2. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

3. Coverage E - Premises Liability, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in Additional Coverage 3. Loss Assessment;
- (2) Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location".

c. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

(1) Is also an insured under a nuclear energy liability policy issued by the:

- (a) Nuclear Energy Liability Insurance Association;
- (b) Mutual Atomic Energy Liability Underwriters;
- (c) Nuclear Insurance Association of Canada;

or any of their successors; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability; or

f. "Bodily injury" to you or a regular resident of your household, other than a "residence employee".

4. Coverage F - Medical Payments, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

- (1) Occurs off the "insured location"; and
- (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

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- b. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

- c. From any:

- (1) Nuclear reaction;

- (2) Nuclear radiation; or

- (3) Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

- (4) Any consequence of any of these; or

- d. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II - CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".
3. **Duties After "Occurrence".** In case of an "occurrence", we have no duty to provide coverage under this policy unless you or another "insured" performs the duties noted below. You will help us by seeing that these duties are performed.

- a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and the named "insured" shown in the Declarations;
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;

- c. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

- d. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

- e. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

- f. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

4. Duties of an Injured Person - Coverage F - Medical Payments.

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. Payment of Claim - Coverage F - Medical Payments.

Payment under this coverage is not an admission of liability by an "insured" or us.

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6. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under this Section.

No one will have the right to join us as a party to any action against an "insured". Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. **Other Insurance - Coverage E - Premises Liability.** This insurance is excess over other valid and collectible insurance except insurance written

specifically to cover as excess over the limits of liability that apply in this policy.

9. **Concealment or Fraud.** We do not provide coverage to an "insured" who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance.

SECTIONS I AND II - CONDITIONS

1. **Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

2. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions of coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy form; or
- b. An amendatory endorsement

3. **Waiver or Change of Policy Provisions.**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

4. **Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

- (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is

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Medical Payments to Others or Damage to Property of Others.

- (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us. Subrogation does not apply under Section II to



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - NEW YORK**DEFINITIONS**

The following definition is added:

12. "Pollutants" means one or more solid, liquid, gaseous or thermal irritants or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

SECTION I – EXCLUSIONS

The first paragraph of this section is deleted and replaced by the following:

We do not cover any direct or indirect loss or damage caused by, resulting from, contributing to or aggravated by any of these excluded perils. Loss from any of these perils is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

- (1) Results in widespread damage;
- (2) Affects a substantial area; or
- (3) Occurs gradually or suddenly.

These exclusions also apply whether or not the loss event arises from:

- (1) Any acts of nature;
 - (2) Any human action or inaction;
 - (3) The forces of animals, plants or other living or dead organisms; or
 - (4) Any other natural or artificial process.
2. **Earth Movement** is deleted and replaced by the following:
2. **Earth Movement**, meaning events that include but are not limited to the following:
- a. Earthquake and earthquake aftershocks;
 - b. Volcano activity including but not limited to:
 - (1) Volcanic eruption;
 - (2) Volcanic explosion;
 - (3) Effusion of volcanic material; or
 - (4) Lava flow;
 - c. Mudslide, including mudflow, debris flow, landslide, avalanche, or sediment;
 - d. Sinkhole;
 - e. Subsidence;
 - f. Excavation collapse;
 - g. Erosion; or

- h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil or land.

This exclusion applies whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or man made material.

However, loss caused directly by the specific perils:

- a. Fire;
- b. Explosion; or
- c. Breakage of building or dwelling glass or safety glazing material, including storm doors or windows;

following any earth movement is covered.

3. **Water Damage** is deleted and replaced by the following:

3. **Water Damage**, meaning;

- a. Flood, surface water, ground water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, whether or not a result of precipitation or driven by wind;

- b. Any water or water borne material that enters through or backs up from a sewer or drain, or which overflows or is discharged from a sump, sump pump or related equipment;

- c. Any water or water borne material located below the surface of the ground including water or water borne material:

- (1) Which exerts pressure on, seeps, leaks or flows into:

- (a) Any part of the dwelling or other structures;

- (b) The foundation of the dwelling or other structures;

- (c) Any paved surface located on the "residence premises"; or

- (d) Any spa, hot tub, or swimming pool.

- (2) Which causes earth movement; or

- d. Any overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

Direct loss by fire or explosion resulting from water damage will be covered.

8. **Intentional Loss** is deleted and replaced by the following:

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8. **Intentional Loss**, meaning any loss arising out of an act a person insured under this policy commits or conspires to commit with the intent to cause a loss.

We do not provide coverage for a person insured under this policy who commits or directs an act with the intent to cause a loss.

SECTION I – CONDITIONS

2. **Duties After Loss.** Paragraph a. is deleted and replaced by:

- a. Give us prompt notice. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than one year after the date of loss;

7. **Suit Against Us.** Is deleted and the following substituted:

7. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the inception of the loss. For purposes of this condition, inception of the loss means the date on which the direct physical loss or damage occurred.

9. **Loss Payment.**

The following is added to Paragraph 9. **Loss Payment** and applies only to policies covering three- or four-family dwellings:

Prior to the payment of any proceeds to you for a premises loss caused by fire, we will deduct and pay the claim of any tax district which renders a certificate of lien to us as required by New York Insurance Law. We will not be obligated to pay you the amount we are required to pay on the lien. If we make payment of this lien within thirty days after receiving the certificate of lien, the claim will be considered valid and properly paid. We will deduct the amount paid from our final settlement with you.

The following condition is added:

- **Estimation Of Claims.**

Upon request, we will furnish you, or your representative, with a written estimate of damages to real property, specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty days after your request or its preparation, whichever is later.

SECTION II – LIABILITY COVERAGES

Under **Coverage E – Personal Liability, (Premises Liability** in forms **HS 663** and **HS 664)** Item 2. is deleted and replaced by the following:

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate.

SECTION II – EXCLUSIONS

Under 1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others:** The following item is added:

- or any loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained in or incorporated into paint in any form. This exclusion applies, but is not limited to:

- a. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- b. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such "bodily injury" or "property damage", damages, loss, cost, payment or expense; or
- c. Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead which is or was contained in or incorporated into paint in any form.

This exclusion applies only to family units in buildings built prior to 1980 that are:

- a. Not owner-occupied; or
- b. Owner-occupied and include a "business" exposure;

and have not been certified to have had lead abatement procedures applied.

- arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any "insured" ; or
 - b. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

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However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape of "pollutants" is sudden and accidental.

Subparagraph a. does not apply to "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire is one which becomes uncontrollable or breaks out from where it was intended to be.

- or any loss, cost or expense arising out of any:
 - a. Request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that you or any other "insured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply if the request, demand, or order, described in subparagraph (1) or the claim or suit, described in subparagraph (2), arises out of the sudden and accidental discharge, dispersal, seepage, migration, release or escape of "pollutants".

(In forms HS 663 and HS 664, the above exclusions are added under **1. Coverage E – Premises Liability and Coverage F – Medical Payments.**)

Under **3. Coverage E - Personal Liability, (Premises Liability)** in forms HS 663 and HS 664) Item f. is deleted and replaced by the following:

- f. "Bodily injury" to you or an "insured" as defined in Definition 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or any "insured":

- (1) To repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of the "bodily injury" to an "insured".

SECTION II – CONDITIONS

3. Duties After "Occurrence".

The first paragraph and Paragraph a. are deleted and replaced by the following:

3. Duties After "Occurrence".

In case of an accident or "occurrence", the "insured" or someone acting for the "insured" will perform the following duties that apply. You will

help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the "insured", will be deemed notice to us.

- a. Give written notice to us or any of our agents in this state as soon as is practical, which sets forth:

- (1) The identity of the policy and "insured";
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

4. Duties Of An Injured Person - Coverage F - Medical Payments To Others (Medical Payments in forms HS 663 and HS 664)

Paragraph a. is deleted and replaced by the following:

- a. Give us or any of our agents in this state written proof of claim, under oath if required, as soon as is practical; and

9. Concealment Or Fraud is deleted and replaced by the following:

9. Concealment Or Fraud

We do not provide coverage for the "insured" who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance; or
- b. Engaged in fraudulent conduct; relating to this insurance.

SECTIONS I AND II – CONDITIONS

6. Cancellation

Paragraph b. is deleted and replaced by the following:

- b. We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days' notice of cancellation.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you know at least 30 days before the date of cancellation takes place.

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(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying the "insured" at least 30 days prior to the proposed cancellation date:

- (a) Conviction of a crime arising out of acts increasing the hazard insured against;
- (b) Discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
- (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- (e) A determination by the Superintendent of Financial Services that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this Paragraph (3) exists, we may cancel the entire policy.

(4) When the property covered by this policy is subject to the Anti-arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed Anti-arson Application to us:

- (a) Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and

to the mortgageholder shown in the Declarations.

- (b) Before the annual renewal date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effect date of cancellation.

- (5) If we have the right to cancel, we may, instead of canceling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

The following is added to paragraph c.:

However, when the premium is advanced under a premium finance agreement, we may retain a minimum earned premium on the policy of 10% of the total policy premium or \$60, whichever is greater.

7. **Nonrenewal** is deleted and replaced by the following:

7. Nonrenewal

We will not refuse to renew or condition our renewal of this policy except as allowed by the laws of the State of New York.

The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you by mail at least 45 days, but not more than 60 days prior to the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE

For an additional premium, the policy is amended as follows:

SECTION I - ADDITIONAL COVERAGES

Under 7. **Glass or Safety Glazing Material**, the next to the last paragraph regarding the \$100 limit is deleted.

The following coverage is added:

Collapse.

a. With respect to this additional coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused only by one or more of the following:

- (1) Perils Insured Against that apply to **COVERAGE C**. These perils apply to covered buildings and property covered under Coverage C for loss insured by this additional coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such insect or vermin damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or

- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items (2), (3), (4), (5), and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

This coverage does not increase the limit of liability applying to the damaged covered property.

SECTION I - PERILS INSURED AGAINST

The PERILS INSURED AGAINST section is deleted in its entirety and replaced by the following:

(For Forms **HS 662** and **HS 664**, the word "dwelling" as used in this section means "unit".)

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Excluded under SECTION I - EXCLUSIONS;
2. Involving collapse, other than as provided in the Additional Coverage **Collapse**; or
3. Caused by:
 - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equip-

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ment, or a roof drain, gutter, downspout or similar fixtures or equipment.

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio, deck or swimming pool;
- (2) Footing, foundation, bulkhead, wall or any other structure or device that supports all or part of a building or other structure;
- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- (4) Pier, wharf or dock;

- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

- d. Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- e. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
- (2) A storm drain or water, steam or sewer pipes off the "residence premises".

For the purposes of this paragraph 3.e., a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

- f. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- (3) Smog, rust or other corrosion, or dry rot;

- (4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

- (7) Birds, vermin, rodents, or insects; or

- (8) Animals owned or kept by an "insured".

Exception to 3.f.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverages A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain or water, steam or sewer pipe off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building or other structure on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this exception to 3.f., a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

Section I exclusion 3. Water Damage, paragraphs a. and c. do not apply to loss by water covered under 3.e. and f. above.

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Under paragraphs 2. and 3., any ensuing loss to property described in Coverages A and B not excluded or excepted by any other provision in this policy is covered.

COVERAGE C - PERSONAL PROPERTY (HOUSEHOLD FURNISHINGS in Forms HS 663 and HS 664)

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to rowboats, canoes and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

3. Explosion.

4. Riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism or malicious mischief.

9. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

10. Weight of ice, snow or sleet which causes damage to property contained in a building.

11. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

Under Forms HS 661 and HS 663, we also pay to tear out and replace any part of the building on

the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped.

Under Forms HS 662 and HS 664, we also pay to tear out and replace any part of a building owned solely by you which is covered under Coverage A and at the location of the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- d. Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

12. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

13. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

14. Sudden and accidental damage from artificially generated electrical current.

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This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

- 15. Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

SECTION I - EXCLUSIONS

The following exclusions are added:

We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

- a. **Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **SECTION I - Exclusions 1. Through 9.** above to produce the loss;
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body; or
- c. **Faulty, inadequate or defective:**
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property whether on or off the "residence premises".

SECTION I - CONDITIONS

For Forms **HS 661** and **HS 663** only, Condition **3. Loss Settlement** is deleted and replaced by the following:

- 3. Loss Settlement.** In this condition 3., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in Additional Coverage **8. Ordinance or Law**. Covered property losses are settled as follows:

- a. Property of the following types:
 - (1) Personal property or household furnishings;

- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

- (3) Structures that are not buildings;

(and under Form **HS 661** only -

- (4) Grave markers, including mausoleums);

at actual cash value at the time of loss but not more than the amount required to repair or replace.

- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (a) The limit of liability under this policy that applies to the building;

- (b) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or

- (c) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in **3.b.(1)(b)** is limited to the cost which would have been incurred if the building had been built at the original premises.

- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or

- (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of

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HS 04 16 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES ALARM OR FIRE PROTECTION SYSTEM

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the "residence premises". You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s).

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HS 23 85 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP OVERFLOW NEW YORK

1. We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an "insured" other than an insured minor or insured unemancipated child, to property covered under Section I caused by:

- a. Water or water-borne material which backs up through sewers or drains; or
- b. Water or water-borne material which overflows or is discharged from a sump, sump pump or related equipment, even if such overflow or discharge results from the mechanical breakdown of the sump pump or related equipment. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverages A, B, C or D stated in the Declarations.

2. Special Deductible

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I which exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D - Loss of Use.

3. Section I - Perils Insured Against

If form HS 00 03 applies, paragraph 3.f.(2) under COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES is deleted with respect to coverage for loss caused by discharge or overflow of water or water-borne material from sumps,

sump pumps or related equipment and replaced by the following:

- (2) Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

4. Section I - Exclusions

3. **Water Damage** is deleted and replaced by the following:

3. Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment which is the direct or indirect result of flood; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

All other provisions of this policy apply.

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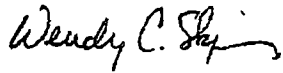
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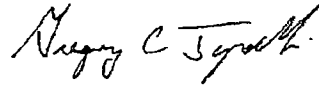
NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 01/31/2020

This policy is signed for the company which is the insurer under this policy.



Wendy C. Skjerven
Senior Vice President and
Corporate Secretary



Gregory C. Toczydlowski
President
Personal Insurance

IN WITNESS WHEREOF, the Company has executed and attested these presents.



STATE OF NEW YORK, COUNTY OF

CERTIFICATION BY ATTORNEY

The undersigned attorney certifies that the within
has been compared by the undersigned with the original and found to be a true and complete copy.

Dated:

STATE OF NEW YORK, COUNTY OF

ATTORNEY'S AFFIRMATION

The undersigned, an attorney admitted to practice in the courts of New York State, shows: that deponent is
the attorney(s) of record for
in the within action; that deponent has read the foregoing
and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein
stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent
further says that the reason this verification is made by deponent and not by

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated:

STATE OF NEW YORK, COUNTY OF

ss.:

INDIVIDUAL VERIFICATION

deponent is the
read the foregoing
the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and
belief, and that as to those matters deponent believes it to be true.
Sworn to before me, this day of 20

STATE OF NEW YORK, COUNTY OF

ss.:

CORPORATE VERIFICATION

of
named in the within action; that deponent has read the foregoing
and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein
stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.
This verification is made by deponent because
is a corporation. Deponent is an officer thereof, to-wit, its
The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

Sworn to before me, this day of 20

STATE OF NEW YORK, COUNTY OF

ss.:

AFFIDAVIT OF SERVICE BY MAIL

being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at

That on the day of 20 deponent served the within
upon attorney(s) for
in this action, at

the address designated by said attorney(s)
for that purpose by depositing same enclosed in a postpaid properly addressed wrapper, in — a post office — official
depository under the exclusive care and custody of the United States post office department within the State of New York.

Sworn to before me, this day of 20

STATE OF NEW YORK COUNTY OF ONONDAGA

RICHARD R. CAPOZZA and ANN M. CAPOZZA,

Plaintiffs,

-against-

THE AUTOMOBILE INSURANCE COMPANY OF
HARTFORD, CONNECTICUT,

Defendant.

COPY

SUMMONS AND VERIFIED COMPLAINT

LYNN LAW FIRM, LLP

Attorneys forPlaintiff.....

Office and Post Office Address
M & T BANK BUILDING - SUITE 750
101 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202
(315) 474-1267

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Sir: Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

Dated,

Yours, etc.

LYNN LAW FIRM, LLP

Attorneys for

Office and Post Office Address
M & T BANK BUILDING - SUITE 750
101 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202
(315) 474-1267

To

Attorney(s) for

DEPARTMENT *of*
FINANCIAL SERVICES
ONE COMMERCE PLAZA
ALBANY, NY 12257

Corporation Service Company
Automobile Insurance Company
of Hartford Connecticut

80 State Street

Albany, NY

~~+202-2543~~

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(000) 000-0000
NYS DFS
88 WASHINGTON AVE
ALBANY NY 12210

7 LBS

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SHIP KASIA SPADARO
TO: (000) 000-0000
CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY NY 12207-2541

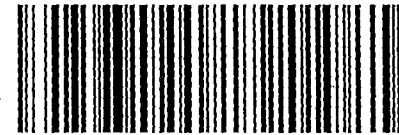


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